

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 24208408LI001		PAGE OF 1 16				
2. CONTRACT NO. 70Z08420CAA150900			3. AWARD/ EFFECTIVE DATE 12/01/2019		4. ORDER NUMBER		5. SOLICITATION NUMBER 70Z08420QAA150900		6. SOLICITATION ISSUE DATE 10/23/2019	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Danielle Tonsel			b. TELEPHONE NUMBER (No collect calls) 7576284120		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY USCG SILC 300 E Main St, Suite 965 Norfolk VA 235109104			CODE 842		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A)			NAICS: 722310 SIZE STANDARD: \$41.5		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 30			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			13b. RATING	
15. DELIVER TO USCG SECTOR LONG ISLAND SOUND 120 WOODARD AVENUE NEW HAVEN CT 06512-3698			CODE			16. ADMINISTERED BY USCG SILC 300 E Main St, Suite 965 Norfolk VA 235109104			CODE 842	
17a. CONTRACTOR/OFFEROR BLUE CONSTRUCTION SERVICES LIMITED LIABILITY Attn: (b) (6) 735 VANDERBILT TER SE LEESBURG VA 201754085			CODE 080548516 FACILITY CODE			18a. PAYMENT WILL BE MADE BY Commanding Officer CG Finance Center 1430A Kristina Way Chesapeake VA 23326-0624			CODE 51800	
TELEPHONE NO. 703-485-7818			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input checked="" type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT
		SBA # 0353/20/0022 Provide Mess Attendant and Housekeeping Services for U.S. Coast Guard Section Long Island Sound, New Haven, CT for a base year beginning on 01 December 2019 through 30 November 2020, with four 12-month option years; if exercised by the Government ending by 30 November 2024. Period of Performance: 12/01/2019 to 11/30/2020 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA 2K001 299120LI-37030-2523-CONTRACTSERV-DEF. TASK						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$13,193.58				
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: Your OFFER DATED 11/08/2019. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print) September Blue, President			30c. DATE SIGNED 11/20/2019		31b. NAME OF CONTRACTING OFFICER (Type or print) Darryl Person			31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	BASE YEAR (1 DECEMBER 2019 - 30 NOVEMBER 2020) Mess Attendant and Housekeeping Services at USCG Sector Long Island Sound, New Haven, CT (b) (4) (b) (4)	(b) (4)			
01001	OPTION YEAR ONE (1 DECEMBER 2020 - 30 NOVEMBER 2021) Mess Attendant and Housekeeping Services at USCG Sector Long Island Sound, New Haven, CT (b) (4) 12/01/2020	(b) (4)			
02001	OPTION YEAR TWO (1 DECEMBER 2021 - 30 NOVEMBER 2022) Mess Attendant and Housekeeping Services at USCG Sector Long Island Sound, New Haven, CT (b) (4) 12/01/2021	(b) (4)			
03001	OPTION YEAR THREE (1 DECEMBER 2022 - 30 NOVEMBER 2023) Mess Attendant and Housekeeping Services at USCG Sector Long Island Sound, New Haven, CT (b) (4) Continued ...	(b) (4)			

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
BLUE CONSTRUCTION SERVICES LIMITED LIABILITY COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
04001	12/01/2022				
	OPTION YEAR FOUR (1 DECEMBER 2023 - 30 NOVEMBER 2024) Mess Attendant and Housekeeping Services at USCG Sector Long Island Sound, New Haven, CT (b) (4)	(b) (4)			
	12/01/2023				
	The total amount of award: (b) (4) The obligation for this award is shown in box 26.				

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT

Table of Contents	
SECTION B: CONTINUATION OF SF 1449 BLOCKS	5
B.1 CONTRACT ADMINISTRATION DATA	5
B.2 SCHEDULE OF PRICES	7
SECTION C: TERMS AND CONDITIONS	8
C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS	8
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE	8
C.3 52.203-17 CONTRACT EMPLOYEE WHISTLBLOWER RIGHTS AD RQUIREMENT TO INFORM EMPOLoyEES OF WHISTLEBOWER RIGHTS	8
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT	8
C.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES	9
C.6 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS	9
C.7 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES	9
C.8 3052.228-70 INSURANCE	11
C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS	11
SECTION D: CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	16
D.1 ATTACHMENT 1: PERFORMANCE WORK STATEMENT	
ATTACHMENT 2: WAGE DETERMINATION 2015-4127, REV 12	
ATTACHMENT 3: CONTRACT DISCREPANCY REPORT	

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT**SECTION B – CONTINUATION OF SF 1449 BLOCKS****B.1 CONTRACT ADMINISTRATION DATA**

1. CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR:
- b. GOVERNMENT: Danielle Tonsel, Contract Specialist
U.S. Coast Guard
SILC BSS COB2
300 E. Main Street, Suite 965
Norfolk, VA 23510
757-628-4128 or danielle.e.tonsel@uscg.mil

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the Contractor will be made in accordance with:

- ☒ FAR 52.232-33, Payment by Electronic Funds Transfer – Systems for Award Management, or
- ☐ FAR 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ - Monthly in arrears

4. GOVERNMENT INVOICE: All invoices from the Contractor shall be submitted electronically IAW FAR 52.232-33.

Using Internet Explorer (not Google Chrome, Yahoo, Firefox, etc.) select the link:

http://www.fincen.uscg.mil/electron_cg24.htm

Click **Online: Coast Guard Award Invoices or Contract/Order Invoices**. This will take you to a login page. Please click on the link for the **USCG Vendor Electronic Invoice Submissions Quick Reference Guide** which will walk you through the process of creating a login and password needed to electronically submit invoices.

<https://www.fincen.uscg.mil/centralinv/USCGVendorElectronicInvoiceSubmissionsQuickReferenceGuide.pdf>

When filling out the Contractor Invoice Submission Form please be sure to select the **Invoice Routing Code (SILC PCB-2)** so the invoice reaches our office for processing. Please make sure you insert the contract and invoice number as it is documented on your invoice.

If you have difficulties uploading your invoice, contact the Finance Center's Customer Service Team at (757) 523-6940.

Copies shall also be emailed to the Contract Specialist and the COR.

The web submission requires the Contractor to complete the Invoice Receipt Cover Form, select the Invoice Routing Code, and attach a PDF file of the invoice and any other supporting documentation.

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT

A sample of the Invoice Receipt Cover Form is provided below. Mandatory information to be completed is highlighted in red on the website.

Invoice Routing Code:		Invoice Receipt Date: <small>MM/DD/YYYY</small>	
<input type="text" value="SILC PCB-2"/>	(help)		(help)
Contract Number:	(help)	Invoice Number:	(help)
Requisition Number:	(help)	Invoice Date: <small>MM/DD/YYYY</small>	(help)
Delivery/Task Order Number:	(help)	Invoice Amount:	(help)
		Discount Terms:	Discount Days
		<u>30</u>	Net Days (help)

Contractor Information		Attachment of Official Invoice	
Contractor Name:	<input type="text"/>	(help)	
Submitter Name:		(help)	
Submitter Email:		(help)	
Submitter Phone:		(help)	

1. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

Amendment No.	Date
Amendment #1	11/4/2019
Amendment #2	11/4/2019
Amendment #3	11/6/2019

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT**B.2 SCHEDULE OF PRICES**

	SCHEDULE OF SERVICES/SUPPLIES	QTY	Unit	Unit price	Total Amount
0001	BASE YEAR (1 DECEMBER 2019 – 30 NOVEMBER 2020)				
	Mess Attendant/Housekeeping Services at USCG Sector Long Island Sound	(b) (4)			
1001	OPTION YEAR ONE (1 DECEMBER 2020 – 30 NOVEMBER 2021)				
	Mess Attendant/Housekeeping Services at USCG Sector Long Island Sound	(b) (4)			
2001	OPTION YEAR TWO (1 DECEMBER 2021 – 30 NOVEMBER 2022)				
	Mess Attendant/Janitorial Services at USCG Sector Long Island Sound	(b) (4)			
3001	OPTION YEAR THREE (1 DECEMBER 2022 – 30 NOVEMBER 2023)				
	Mess Attendant/Housekeeping Services at USCG Sector Long Island Sound	(b) (4)			
<u>4001</u>	OPTION YEAR FOUR (1 DECEMBER 2023 – 30 NOVEMBER 2024)				
	Mess Attendant/Housekeeping Services at USCG Sector Long Island Sound	(b) (4)			
	TOTAL FIVE YEARS (0001-4001)				\$791,614.80

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT**SECTION C – TERMS AND CONDITIONS**

52.212-4 Contract Terms and Conditions—Commercial Items (Oct 2018) (See SF1449)

C.1 ADDENDUM to FAR 52.212-4 Contract Terms and Conditions—Commercial Items

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://acquisition.gov/browsefar>.

The following clauses are incorporated into 52.212-4 as an addendum:

C.2 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://acquisition.gov/browsefar>.

52.204-7	System for Award Management	Oct 2018
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	Sept 2013
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.232-33	Payment by Electronic Funds Transfer-Systems for Award Management	Oct 2018
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	Dec 2013
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.242-15	Stop Work Order	Aug 1989

C.3 52.203-17 Contract Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014) (DHS-USCG deviation 14-01)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the enhancement of whistleblower protections for Contract Employees established at [10 U.S.C. 2409](#) by section 827 of the NDAA for Fiscal Year 2013 (Pub. L. 112-239) and FAR [3.908](#)

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [10 U.S.C. 2409](#), as described in section [3.908](#) of the FAR.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

C.4 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days prior to contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

(End of clause)

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT**C.5 52.252-6 Authorized Deviations in Clauses (Apr 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR 30) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

Homeland Security Acquisition Regulation (HSAR) Clauses**C.6 HSAR 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Sep 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(b) Clauses.

- ☒ 3052.204-71 Contractor Employee Access
- ☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases
- ☒ 3052.215-70 Key Personnel or Facilities (Dec 2003)
- ☒ 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
- ☒ 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)
- ☒ 3052.222-90 Local Hire (USCG) (Jun 2006)
- ☒ 3052.223-70 Removal or Disposal of Hazardous Substances – Applicable Licenses and Permits (Jun 2006)
- ☒ 3052.223-90 Accident and Fire Reporting (USCG) (Dec 2003)
- ☒ 3052.242-72 Contracting Officer’s Technical Representative (Dec 2003)

(End of clause)

C.7 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting ‘more than 50 percent’ for ‘at least 80 percent’ each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT**C.8 3052.228-70 Insurance (Dec 2003)**

In accordance with the clause entitled "Insurance - Work on a Government Installation" [*or Insurance - Liability to Third Persons*] insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least **\$500,000 per occurrence**.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

NOTE 1: It is acceptable to submit a letter **from the Insurance Company** stating a Certificate of Insurance will be provided upon contract award. A letter from the Contractor will not be acceptable.

NOTE 2: The insurance policy shall contain the following endorsement: "Any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives **30 days** written notice of cancellation or change to the Contracting Officer".

(End of clause)

(End of Addendum to 52.212-4)

C.9 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders (Oct 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C.644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))

___ (ii) Alternate I (Jan 2017) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Aug 2018) of 52.219-9

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).

___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

___ (25) 52.222-3, Convict Labor (June 2003) (E.O.11755).

___ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Oct 2019) (E.O.13126).

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT

- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
 (ii) Alternate I (Feb 1999) of 52.222-26.
- X (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 (ii) Alternate I (July 2014) of 52.222-35.
- X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
 (ii) Alternate I (July 2014) of 52.222-36.
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
 (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- X (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).
- ____ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 (ii) Alternate I (Oct 2015) of 52.223-13.
- ____ (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 (ii) Alternate I (Jun 2014) of 52.223-14.
- ____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____ (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ____ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ____ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ____ (45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 (ii) Alternate I (Jan 2017) of 52.224-3.
- ____ (46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ____ (47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 (ii) Alternate I (May 2014) of 52.225-3.
 (iii) Alternate II (May 2014) of 52.225-3.
 (iv) Alternate III (May 2014) of 52.225-3.
- ____ (48) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT

- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- X (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ___ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- ___ (iii) Alternate II (Feb 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- X (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Occupation Code	Monetary Wage-Fringe
Food Service Worker	07130/Food Service Worker	(WG-2) \$16.92+ Fringe Benefits
Janitor	11150/Janitor	(WG-2) \$16.92 + Fringe Benefits

- X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- X (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT

settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv)(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Mess Attendant and Housekeeping Services at USCG Long Island Sound, New Haven, CT**SECTION D: CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****LIST OF APPENDICES AND ATTACHMENTS**

The following Appendix and Attachments are applicable to this contract. Adjustments to these attachments are anticipated; however no changes, additions or deletions will be effective until a contract modification is completed. Any change, addition or deletion, to any of the attachments during the duration of this contract (including options, if exercised) may be initiated by either the KO or the Contractor, with the final decision resting with the KO.

Attachment 1	Performance Work Statement (PWS)
Attachment 2	Wage Determination, WD 2015-4127, Rev 12, dated 07/16/2019
Attachment 3	Contract Discrepancy Report (CDR)